



## **ADVANCED PUBLICATION OF REPORTS**

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members and operational key decision makers.

Once signed all decisions will be published on the Council's Publication of Decisions List.

1. **REVISED STATEMENT OF COMMUNITY INVOLVEMENT (2019) IN PLANNING** (Pages 1 - 6)
2. **REPAIRS SERVICE MATERIALS PROVISION** (Pages 7 - 16)
3. **ENFIELD HIGHWAY CARNEGIE BUILDING- CONTRACT AWARD** (Pages 17 - 26)

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**MUNICIPAL YEAR 2019/2020 REPORT NO.****ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY****PORTFOLIO DECISION OF:**

Cllr Nesil Caliskan  
(Leader of the Council)

**REPORT OF:**

Sarah Cary - Executive  
Director - Place

**Agenda – Part:****KD Num: 5021****Subject: Revised Statement of Community  
Involvement (2019) in Planning****Wards: All**

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**1. EXECUTIVE SUMMARY**

- 1.1 This report presents the revised draft 2019 Statement of Community Involvement (SCI) that once adopted will replace the Council's 2015 adopted SCI. The SCI identifies the key points at which there will be an opportunity for communities and stakeholders to get involved in the various parts of the planning process. The SCI is not a formal development plan document and there is no statutory requirement for public consultation on it. However, given its subject matter it is recommended that the draft new SCI is made available for comment before adoption.
- 1.2 The Council adopted its last SCI in November 2015. Since then there have been a series of important changes to planning law and regulations regarding the approach to Local Plan production, and consultation process for dealing with planning applications and appeals. The new SCI has been expanded to include the engagement processes related to neighbourhood planning and the Council's approach to Duty to Co-operate, introduced by the Localism Act 2011 and the Community Infrastructure Levy (CIL).
- 1.3 In addition, the Planning Service has implemented new and improved ways of working, largely centred on more electronic consultation and communication in order to work more efficiently and effectively. The 2019 SCI has been updated to reflect these changes.

## **2. RECOMMENDATIONS**

That the Leader of the Council;

- 2.1 Approves the draft new Statement of Community Involvement (SCI) (attached at Appendix 1) for consultation;
- 2.2 Delegates authority to the Executive Director of Place to make minor amendments prior to and after consultation; and
- 2.3 Notes further coming SCI will return to the Portfolio Holder for final approval and adoption.

## **3. BACKGROUND**

- 3.1 The Council published its last Statement of Community Involvement (SCI) in November 2015. This provided the Council's approach to community involvement in the preparation of the Local Plan as well as consultation on major planning applications and the planning appeals process.
- 3.2 Since 2015, several changes to planning legislation, regulations and guidance has occurred which this SCI seeks to update. In addition, changes in current practices and technological advances including increased use and availability of electronic communications such as email, social media and the web/digital engagement platforms, which have changed the way in which residents and business engage in the planning process. Greater emphasis is placed on our consultation principles and how developers would need to engage with the local community before submitting a major planning application.

### **Revised Statement of Community Involvement (SCI) 2019**

- 3.3 The revised SCI seeks to ensure the active, meaningful and continued involvement of local communities and stakeholders in planning. It sets out a consultation strategy for the Council's planning functions including:
  - How, when and who will be consulted throughout the preparation stages of the Local Plan and other planning documents with clear indication of opportunities for engagement;

- Current statutory procedures in dealing with planning applications and appeals which include provisions for consultation on planning applications again with clear indication of opportunities for engagement. It also specifies bodies to be consulted, depending on the type of planning application together with guidance on requirements for statutory notices to be served on adjacent premises regarding prior approvals for householder extensions;
- More expectations are also set out for how developers to engage with the local community before submitting a planning application;
- It references key changes in planning legislation, regulations and policy since the 2015 update including statutory changes to reflect the Housing and Planning Act 2016;
- It refers to The Neighbourhood Plan Act 2017 and describes the latest regulations, changes in national planning policy and guidance to provide the opportunity for community groups (as designated neighbourhood forums) to prepare their own neighbourhood plans. It also explains the roles of both the Neighbourhood Forum role and the Council alongside the key stages;
- It outlines how we will consult on any changes to the Enfield community infrastructure levy in terms of how it is charged and administered following the recent amendments to the CIL regulations; and
- Finally, it sets out how the Council is exploring new ways to consult through the use of digital technology platforms to reach out to residents more effectively.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

The Council is bound by statutory regulations to update the SCI in accordance with legislative changes. Not doing so would leave the Council open to challenge as to the processes it follows in preparing the Local Plan and in dealing with applications and appeals. In preparing the revised SCI, officers have taken the opportunity to add further clarity to the regulatory guidance.

#### **5. REASONS FOR RECOMMENDATIONS**

5.1 As set out in paragraph 3.3 above.

## **6. COMMENTS FROM OTHER DEPARTMENTS**

### **6.1 Financial Implications**

- 6.1.1 Provision for the cost of the preparation of the revised SCI will be funded from within the Local Plan budget.
- 6.1.2 The SCI contains guidance on community involvement through the Council planning processes but does not in itself commit the Council to additional expenditure. Any consultation activity through the preparation of the Local Plan and/or other planning documents or applications/appeals with cost implications would need to be subject to separate reports and full financial appraisal.

### **6.2 Legal Implications**

- 6.2.1 The Council is legally required to prepare a SCI pursuant to section 18 of the Planning and Compulsory Purchase Act 2004 (as amended) (“the 2004 Act”). The SCI is a statement of the authority's policy as to the involvement in the exercise of the authority's functions under plan making functions of the 2004 Act and Part 3 (control of development, including planning applications) of the Town and Country Planning Act 1990 (as amended) of persons who appear to the authority to have an interest in matters relating to development in their area.
- 6.2.2 By virtue of regulation 10A of the Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended) the Council must complete a review of the SCI every five years, starting from the date of adoption of the existing SCI.
- 6.2.3 The government's Planning Practice Guidance notes the importance that SCIs are kept up-to-date to ensure effective community involvement at all stages of the planning process and that Councils should regularly review and update their SCI to reflect any changes to engagement.
- 6.2.4 The proposed draft SCI reflects the results of this review process.
- 6.2.5 The draft SCI also needs to reflect recent changes to legislation. This includes the mandatory requirement under section 18(2B) of the 2004 Act for Councils to specify their policies for giving advice or assistance on proposals for making of neighbourhood development orders and neighbourhood development plans and any proposals to modify the latter.
- 6.2.6 There is no legislative requirement for the Council to consult when reviewing and updating the SCI. If undertaking consultation, all the

consultation responses should be properly considered. As the SCI is not a development plan document there is no independent examination. The decision to approve and adopt the SCI is an executive function and so should not be taken by full Council.

### **6.3 Property Implications**

6.3.1 N/A

## **7. KEY RISKS**

The Statement of Community Involvement (SCI) is a document the Council is legally required to publish to explain how it will inform, consult and involve the community in: the preparation of planning policy documents, such as the Local Plan and Supplementary Planning Documents (SPDs), and during the consideration of planning applications. It provides clarity on the processes involved and will ensure that the community are involved at appropriate stages in accordance with Government regulations.

## **8. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD**

**Good homes in well-connected neighbourhoods | Sustain strong and healthy communities | Build our local economy to create a thriving place**

The revised SCI will strengthen the relationship with communities in Enfield in seeking to achieve fairness for all, growth and sustainability and strong communities within the context of providing the appropriate level of supporting infrastructure and the development of strong and sustainable communities.

## **9. EQUALITIES IMPACT IMPLICATIONS**

The revised SCI has been subject to an initial Equalities Impact Assessment (EqIA). The initial EqIA will ensure that consultation promotes equal opportunities. A final EqIA will be undertaken as supporting documentation to accompany the adoption draft of the SCI.

## **10. PERFORMANCE AND DATA IMPLICATIONS**

In providing a revised SCI, the Council seeks to use its best endeavours to ensure it consults with communities effectively as to its planning functions.

## **11. PUBLIC HEALTH IMPLICATIONS**

Public engagement in the planning process is an important aspect of understanding the health needs of the community. There is increasing

evidence that community involvement increases the acceptability and use of planned developments.

**Background Papers**

None.



**MUNICIPAL YEAR 2019/2020 REPORT NO.****ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY****OPERATIONAL DECISION OF:**

Executive Director  
Place

Contact officer and telephone number:

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<b>Agenda – Part:</b>	<b>KD Num: 4997</b>
<b>Subject: Repairs Service Materials Provision</b>	
<b>Wards: All</b>	

**1. EXECUTIVE SUMMARY**

- 1.1** Our current contracts delivering day to day repairs and compliance contracts are due to end in April 2020 and we are insourcing the delivery of repairs by the creation of an insourced repairs service.
- 1.2** This paper identifies and recommends a contract arrangement for the provision of material, plant, tools, personal protective equipment and uniforms which will all be required for the efficient direct delivery of the repairs service.

**2. RECOMMENDATIONS**

- 2.1** That the Executive Director of Place approves entering into a 1-year agreement with an annual spend of £600k, for the provision of materials, plant tools, PPE and uniforms by joining the Pretium Framework.
- 2.2** That the Executive Director of Place to enter into one-year contract with Travis Perkins Group Limited for a 1-year agreement with an annual anticipated spend of £600k and a total anticipated spend of £600k. this will be funded from the HRA repairs revenue budget.

### **3. BACKGROUND**

- 3.1 The Council owns 10,500 homes for which it carries full repairing obligations plus a further 5,000 leasehold properties for which it retains de-minimis repairing obligations (common parts, consequential damage from Council dwellings etc).
- 3.2 Enfield Repair Direct (ERD) as a part of the Housing Directorate is mobilising to directly deliver repairs and maintenance services, with a team of directly employed multi-trade staff, to the tenants and residents of the council's housing estate from the 1st April 2020. With some elements of works being taken early to assist with demobilisation of the existing contracts.
- 3.3 There will be a requirement for the provision of materials, personal protective equipment, tools, plant and uniforms to ensure a smooth and efficient service delivery.
- 3.4 The anticipated spend based on indicative annual budgets is £600k per annum. To meet ERD requirement and comply with CSO and the Councils Contract Procedure Rules (CPRs) a formal procurement process is required.
- 3.5 Materials supply in the housing maintenance sector is a mature procurement market. There are organisations who have established themselves to provide services to procure and handle all materials contracts.
- 3.6 National suppliers have invested in streamlining administration by developing ICT systems aligned to the service delivery of housing maintenance organisations.
- 3.7 There are several national groups who have offerings across the range supplies required and have suitably established supply chains to service the Councils requirements.
- 3.8 Contracts will need to allow for service to develop across a range of work streams to include future proofing for new works areas.

### **4. ALTERNATIVE OPTIONS CONSIDERED**

Alternative options were considered including

- a) Do nothing – this is not an option as there is an ongoing repairs and maintenance obligation to maintain the housing stock borough wide. To be compliant under CSO EHR need to enter into a contract for the supply of materials plant and uniform.

b) Develop Enfield framework s/Call off contract- There is a high level of officer time in establishing and ongoing administration of these call off contracts. It is unlikely to achieve the same level of VFM and best outcomes due to the economies of scale that an established framework offers.

c) Individual contracts with multiple suppliers -High level of contract administration. It is unlikely to achieve the same level of VFM due to the economies of scale that an established framework offers.

## **5. REASONS FOR RECOMMENDATIONS**

5.1 The value of this procurement exceeds the EU threshold and would therefor require to comply with the Public Contracts Regulation (PCR) (2016)s. This process can take between 9 and 12 months and will require extensive staff resources to prepare a full set documentation, undertake evaluation and ongoing management of the frameworks.

5.2 There are various third-party framework agreements which are suitable and available for the council to use. These frameworks have been competitively tendered and are compliant with PCR's. They are likely to demonstrate greater VFM than an Enfield individual contract could generate due to the favourable rates based on the economies of scale.

5.3 These frameworks have the added benefit of an experienced management team overseeing them, tried and tested procedures and a mature supply chain.

5.4 Frameworks solutions will provide the opportunity of introducing future service improvements as the industry continues to evolve.

5.5 Some of the benefits of using framework agreements are, reduced procurement timescales, assured supplier standards, aggregation of spend, pre-defined terms and conditions.

5.6 Established performance KPI are available.

## **6. COMMENTS FROM OTHER DEPARTMENTS**

### **6.1 Financial Implications**

*Completed by Atul Lad 26.11.19*

6.1.2 As part of insourcing the housing repairs service there is a requirement to mobilise all the resources required to enable the successful delivery

of the repair service. The current HRA repairs budget is £4.8m annually plus £0.5m for the MOT service, the insourced services will be provided within the £5.3m budget. The budget of £5.3m has been included within the HRA business plan.

- 6.1.3 As part of the insourcing of the repairs service all costs have been identified and a budget has been created. These costs are within the £5.3m budget where all cost have been identified and a budget allocated for each line. The cost of materials and tools have been included within the budget.
- 6.1.4 This report is seeking the Executive Director of Place to approve the entering into a 1-year agreement with an annual estimated spend of £600k, for the provision of materials, plant tools, PPE and uniforms. Within the HRA £5.3m budget for repairs and maintenance there is a specific allocation for materials and tools, which covers the estimated annual spend of £600k.
- 6.1.5 Travis Perkins have been sourced through the Pretium framework. The framework is managed by an experienced team which ensures continued value for money through favourable rates achieved through economies of scale.

## 6.2 Legal Implications

*(Legal imps provided by SM on 22.01.20 based on the version of the report circulated on 21.01.20):*

- 6.2.1 Enfield Council is entitled to use the Pretium Framework provided that the framework was properly procured in accordance with the Public Contracts Regulations 2015, and the original OJEU advertisement for the Pretium Framework made specific reference to 'purchasing on behalf of Enfield Council' or similar wording.
- 6.2.2 Any award of contracts under the Pretium Framework must be carried out in accordance with the procedures set out therein and the council must be satisfied that such contract award(s) represent best value.
- 6.2.3 The Council has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles. This power includes the power to enter into contracts. In addition, Section 111 of the Local Government Act 1972 permits local authorities to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.
- 6.2.4 The Council must comply with all requirements of its Constitution, Contract Procedure Rules ("CPRs") and the Public Contracts Regulations 2015 ("Regulations").

6.2.5 The Council may need to enter into an Access Agreement in order to use the Pretium Framework Agreement and if so, legal advice can be sought on the terms of any such Access Agreement.

### **6.3 Procurement Implications**

6.3.1 Procurement Implications provided by Peter Alekkou on 10th January 2020.

6.3.2 A review of known suitable materials framework agreements was undertaken by the Procurement & Commission Hub to identify available agreements to the Council, critiquing each option to narrow down those that can be considered.

6.3.3 Due diligence and approval of the Pretium (Materials Supply and Managed Services) Framework Agreement, the preferred agreement, has been undertaken by the Procurement & Commissioning Hub prior to any procurement.

6.3.4 A business case was presented to the Procurement & Commissioning Review Board on 10/09/2019 that reviewed the procurement and approved.

6.3.5 The Call-Off from the Framework must be carried out in line with the relevant framework process and via the Councils E-Tendering Portal, with all documentation retained.

6.3.6 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.

6.3.7 The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

### **6.4 Property Implications**

No corporate property implications considered at this time

## **7 KEY RISKS**

Identified risks for the procurement

The table below identifies the risks associated with this award, the likelihood of occurrence and the control in place to mitigate the risks:

<b>Risk No.</b>	<b>Risk Identified</b>	<b>Risk level</b>	<b>Mitigation</b>
<b>R1</b>	Possible risk of challenge	Low	The framework was competitively tendered' in accordance with Public Contracts Regulations 2015 (EU Regs)
<b>R2</b>	Pretium and /or Travis Perkins discontinue the framework due to impact of Brexit	Low	Both Pretium and Travis Perkins have agreed to contract under identical terms and conditions as per previous contract with a caveat that both parties need to give 3 months notice to terminate the contract
<b>R3</b>	Travis Perkins are unable to perform at the required standard on the increased turnover.	Low	Early consultation with Travis Perkins regarding additional stock levels and staffing to ensure suitable provision have already taken place.

## **8 INTERNAL DEPARTMENT IMPLICATIONS/CONSULTATION**

None at this time.

## **9. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD**

### **9.1 Good Homes in Well-Connected Neighbourhoods**

The service will support the wider asset management strategy and resident safety programme in delivering well maintained homes which meet the requirements of our residents, help residents stay in their home and tackle fuel poverty

### **9.2 Sustain Strong and Healthy Communities**

Our service will give us the flexibility to tackle both individual homes and the communities in which residents live. By taking a proactive approach to responsive repairs we will be able to help tackle anti-social behaviours and give residents pride in their communities

### **9.3 Build our Local Economy to Create a Thriving Place**

We will focus on supporting residents into work opportunities within the service and using the local supply chain to support the service

## 10. EQUALITIES IMPACT IMPLICATIONS

The Travis Perkins store is a newly built and fully compliant with the 2010 equalities act for access by ERD staff.

## 11. PERFORMANCE AND DATA IMPLICATIONS

- 11.1 A full suite of KPIs are included in the Pretium Framework this will be monitored and reviewed at the monthly contract meeting and quarterly core group meeting.
- 11.2 Performance will be monitored by a range of KPI, with rising targets linked to the aim of completing the work whenever possible on the first visit, with high levels of productivity and good customer feedback. The initial KPI are detailed in Table 3 with initial targets.

Table 3 Sample Monthly KPI report

MONTHLY MI & KPI DATA													
	TARGET	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Stock Availability	95%>						96.88%		97.44%	97.19%			
Deliveries on time	95%>												
Price Adjustments	<1%						0.00%		0.00%	0.00%			
Faulty Goods	<1%						0.00%		0.00%	0.00%			

- 11.3 Further operation data is provided with monthly and cumulative reporting sample reports are detailed in Appendix 1.

- Spend By Account
- Spend By Branch
- Spend by Ticket Type
- Count of tickets by Ticket Type
- Spend by Sub Group
- Purchases by Operative
- Credit Notes
- Top Products by Volume
- Top Products by Value
- Operative Visits

- Core %
- Invoice Data
- CSA

## **12. HEALTH AND SAFETY IMPLICATIONS**

- 12.1 The out-sourced model currently used leaves us vicariously liable for Health and safety of operative working on our projects. This is currently mitigated through the Contractors Health and Safety polices, driving policies, the CDM regulations, relevant insurance being in place and other measures. This is validated by LBEs Corporate Health and Safety Team undertaking regular audits of the contractor.
- 12.2 Any in-source model will mean that LBE take direct responsibility for all Health and Safety of operatives on site.
- 12.3 This will be mitigated by developing current Health and Safety approach for other directly employed operative into more specific approaches for this service. LBE will also need to ensure there is sufficient provision within our insurance policies. elete this section if not required)

## **13. HR IMPLICATIONS**

None at this time.

## **14. PUBLIC HEALTH IMPLICATIONS**

Tenants living in social housing are often amongst the most vulnerable residents in the borough. Housing is a key element within wider determinants of well being, meaning that good housing is essential for good mental and physical wellbeing. We know that poor quality of housing can be a cause of significant health issues such as asthma, as well as a contributing factor in issues such as poor mental health. Nationally published literature also indicates that accidents in the home, often associated with poor housing conditions, are also contributory factors to falls among older people, injuries among children, and other accidents. In creating a service that is able to maintain excellent levels of housing maintenance in a timely manner we will contribute towards providing home environments that promote residents wellbeing.



## Appendix 1

## Top 50 items by product sample report

Product Type	PRODUCT				
Invoice Month	(All)				
<b>Sum of Sales Quantity</b>					
<b>Product Code</b>	<b>Invoice Product Description</b>	<b>Sales Quantity Uom</b>	<b>Mandated Range</b>	<b>On CS A</b>	<b>Total</b>
700113	LBC COMMONS BRICK 65MM PK390	EA	Branch Mandated	No	250
752939	SAXON PAV 450X450X35MM NATURAL	EA	Non Mandated	No	60
819012	SAXON PAV 300X300X35MM NATURAL	EA	Non Mandated	No	16
511572	BLUE CIRCLE QA MORTAR MIX 20KG	EA	Branch Mandated	No	16
519476	BLUE CIRCLE POSTCRETE 20KG	EA	Branch Mandated	Yes	12
994091	BSS PRES SLAB 400X400X50MM S/E	EA	Non Mandated	No	10
964127	HEP2O PIPE SUPPORT 15MM HX60/15W	EA	Branch Mandated	No	10
805196	SAXON PAV 600X600X35MM NATURAL	EA	Non Mandated	No	8
265418	ULTRAGRIME HUGE INDUSTRIAL WIPES PK100	EA	Branch Mandated	Yes	7

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**MUNICIPAL YEAR 2019/2020 REPORT NO.****ACTION TO BE TAKEN UNDER  
DELEGATED AUTHORITY**

**OPERATIONAL DECISION OF:**  
Executive Director - Place

<b>Agenda – Part: 1</b>	<b>KD Num: 5053</b>
<b>Subject: Enfield Highway Carnegie Building – Contract Award</b>	
<b>Wards: Enfield Highway</b>	

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**1. EXECUTIVE SUMMARY**

- 1.1** At the Cabinet Meeting of 23/01/19 (report number 133 and key decision KD4792), Cabinet approved the 2019/20 Corporate Property Investment Programme (CPIP), which included the proposals for the relocation of the Integrated Learning Disabilities Service (ILDS) into a redesigned and refurbished Enfield Highway Carnegie Building (EHCB).
- 1.2** Cabinet also approved the recommendation to conduct suitable procurement exercises and delegated authority to the Executive Director for Place, to make the decision for the award of the contract, following an appropriate and compliant tender exercise.
- 1.3** This report seeks approval to award a contract to “Contractor A” for the redesign and refurbishment of EHCB and approval for scheme expenditure funded from the CPIP 2019/20 and 2020/21 and the Corporate Condition Capital (CCCP) budget contribution.

**2. RECOMMENDATIONS**

- 2.1** To approve the contract award to “Contractor A” relating to construction works for EHCB as further detailed in Part 2 of this report.
- 2.2** To approve total expenditure relating to construction works for EHCB as detailed in Part 2 of this report.

### **3. BACKGROUND**

- 3.1 In January 2019, Cabinet and Council approved the initiation of the Council's Corporate Property Investment Programme (CPIP). The cabinet report set out proposals for early projects, including the EHCB redesign and refurbishment, to address immediate needs, whilst the Strategic Asset Management Plan and longer-term CPIP programme were developed
- 3.2 In April 2019, the Executive Director, Place approved pre-construction expenditure, the appointment of consultants via a compliant Framework and the procurement strategy (PL18 170 & KD4877) for the EHCB project.
- 3.3 Officers have worked with the design consultants, Pick Everard, and the service users, Integrated Learning Disabilities Service (ILDS) to ensure the proposed designs of the building will be fit for purpose and compliant.
- 3.4 Planning consent for these works was granted on 13<sup>th</sup> December 2019 (reference 19/03361/RE4).
- 3.5 The in-house Building Control team will be used for Building Regulations approval.

See Part 2

### **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 Various designs within the EHCB and site were considered to determine what would provide the best operational use and most cost-effective solution for the project. The design has been value-engineered to ensure the most cost-effective solution that meets the clients brief.
- 4.2 A list of five tenderers were jointly selected by the project team based on location, turnover, relevant experience, Construction Line status and proven experience working with the client team. All tenderers confirmed their agreement to submit a tender in line with the project programme.
- 4.3 The tender exercise was carried out in accordance with Contract Procedure Rules and closed on 27<sup>th</sup> November 2019. Tenders were received from all 5 contractors. Consultants Stace LLP, assessed all submissions and on 12<sup>th</sup> December 2019 recommended awarding the contract to "Contractor A".

### **5. REASONS FOR RECOMMENDATIONS**

**5.1** Following analysis of the tender submissions and the completion of the price evaluation by Stace LLP, it is the recommendation of their report that “Contractor A” be accepted for the refurbishment. Their tender submission is the most economically advantageous, represents value for money, and is compliant with the 32-week programme and client brief.

**5.2** The project programme indicates that the successful contractor will commence works on site w/c 09<sup>th</sup> March 2020 in accordance with the project programme.

## **6. COMMENTS FROM OTHER DEPARTMENTS**

### **6.1 Financial Implications**

See Part 2.

### **6.2 Legal Implications**

6.2.1 The Council has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles. This power includes the power to enter into contracts.

6.2.2 This decision will constitute a Key Decision as the Contract’s value exceeds £250,000. This item has been included in the Key Decision List under the reference KD5053. Once approved, the decision will be subject to the usual five-day call-in period.

6.2.3. Pursuant to Council’s Contract Procedure Rule 1.23, for works contracts over £1,000,000 a business case must be taken to the Procurement and Commissioning Review Board to approve the procurement. The procurement strategy and approach was agreed at the Procurement & Commissioning board on 12/03/19.

6.2.4 The Council must ensure value for money in accordance with the overriding Best Value Principles under the Local Government Act 1999.

6.2.5 The Contract will need to be sealed by Legal Services on behalf of the Council (CPR 17.3)

6.2.6 The works contract is proposed to be the JCT Intermediate Building Contract Without Quantities, 2016 Edition. Insurance option C (the employer ensures the works) is to apply.

6.27 If the contract value for the works is £250,000 or over sufficient security in the form of either a Parent Company Guarantee or a Performance Bond must be required to manage risk. Evidence of the form of security required or why no security was required must be stored and retained on the E-Tendering Portal for audit purposes.

### **6.3 Property Implications**

- 6.3.1. This is a CPIP project reducing revenue costs relating to the lease of St. Andrew's Court, to create a new fit for purpose facility for the and to provide an appropriate use for the vacant Enfield Highway Carnegie Building. CPIP will be the ongoing programme that will deliver the construction outcomes of the Strategic Property Framework and Strategic Asset Management Plan, which was agreed by Cabinet on 12<sup>th</sup> June 2019.
- 6.3.2 This report proposes the tender award for works. The January 2019 Cabinet Report PL18 088 / KD4792 sets out the property implications associated with the project.
- 6.3.3 All new or revised asset data arising out of the proposed works will be sent by the Project Manager to the Property Information Team within Strategic Property Services for input onto the Asset Management Data System, including revised site plans, floor plans, asset information and maintenance regimes and other information required by that team.

## **7. KEY RISKS**

The key risks identified at this stage are:

- 7.1 Delays to the programmewill result in further rental costs for the Council. This has been inherently mitigated by early engagement of technical consultants and close management of the programme activities.
- 7.2 Cost increases could result in insufficient budget and the need to utilise the project contingency. This will be mitigated by rigorous Cost Planning from the outset and robust change control. The competitive tenders should provide the best price from the market, but inflation is currently difficult to predict due to uncertainty around supply chain and labour costs.
- 7.3 A detailed Risk Register must be maintained throughout the process to inform the project contingency and that alongside the Cost Plan will provide early warning of Cost increase

## **8. INTERNAL DEPARTMENT IMPLICATIONS/CONSULTATION**

N/A

## **9. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD**

### **9.1 Good homes in well-connected neighbourhoods**

No Implications

## **9.2 Sustain strong and healthy communities**

Further improvement and investment in the EHCB will potentially provide greater opportunities for enhanced community use. The very nature of the services to be delivered from the project will continue to provide support and health facilities to some of Enfield's most vulnerable residents.

## **9.3 Build our local economy to create a thriving place**

9.3.1 Utilising the currently vacant EHCB to deliver a busy customer service and office for 80+ staff will bring additional footfall to the area, supporting the local shops and businesses.

9.3.2 Providing a reasonable work environment for our staff will enable them to better deliver the essential services they provide to our customers. In turn this will enhance people's ability to reach their full potential by accessing opportunity and encouraging them to reach their potential

## **10. EQUALITIES IMPACT IMPLICATIONS**

Equalities have been considered throughout the design phase of the project to ensure the Council meets its duties. Some of the new design features, such as Makaton Signage, will enhance the customer experience.

## **11. PERFORMANCE AND DATA IMPLICATIONS**

Regular monitoring of the project will ensure value for money is obtained and project effective delivery.

KPIs around the ILDS service delivery will continue to be reviewed and scrutinised to ensure that there is no negative impact on service users and performance.

## **12. HEALTH AND SAFETY IMPLICATIONS**

The Construction (Design and Management) Regulations 2015 apply to this project and the Council will be deemed to be the "Client" and as such has a duty to appoint a "Principal Designer" and to appoint a "Principal Contractor".

The provision of new buildings and structures and the planning and timely maintenance and repair of these Council buildings and associated assets, is fundamental in reducing risks to occupiers and members of the public.

## **13. HR IMPLICATIONS**

No Implications

**14. PUBLIC HEALTH IMPLICATIONS**

Council staff and service users will be accessing the new building. It will be important to consider, within the design/ development of the new building, how to maximise the health and wellbeing of staff and service users. Examples of this maybe good signage to stairs rather than lifts, ensuring that staff have opportunities to prepare healthy food on site, signage around smoke free areas. Also consideration of associated issues such as opportunities for active travel rather than car use.

**Background Papers**

None



By virtue of paragraph(s) 3 of Part 1 of Schedule 12A  
of the Local Government Act 1972.

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